

ADOPTED

MAY 10, 1990

M E M O R A N D U M

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: PAMELA WESSLING, ASSISTANT DIRECTOR FOR
URBAN DESIGN AND DEVELOPMENT
LINDA BOURQUE, ASSISTANT DIRECTOR FOR NEIGHBORHOOD
PLANNING AND ZONING
GERARD KAVANAUGH, DIRECTOR OF INSTITUTIONAL
PLANNING
WILLIAM MCCARTHY, ASSISTANT TO THE DIRECTOR

SUBJECT: PUBLIC HEARING ON THE DEVELOPMENT IMPACT PROJECT PLAN
FOR HARVARD MEDICAL SCHOOL'S EAST QUADRANGLE RESEARCH
FACILITY

EXECUTIVE

SUMMARY: THIS MEMORANDUM REQUESTS THE BOSTON REDEVELOPMENT AUTHORITY'S APPROVAL OF A DEVELOPMENT IMPACT PROJECT PLAN ("DIPP") AND AUTHORIZATION FOR THE DIRECTOR TO (1) ENTER INTO A DEVELOPMENT IMPACT PROJECT AGREEMENT ("AGREEMENT") AND (2) ISSUE AN ADEQUACY DETERMINATION UPON COMPLETION OF THE AUTHORITY'S REVIEW OF A FINAL PROJECT IMPACT REPORT TO ALLOW FOR THE DEVELOPMENT OF HARVARD MEDICAL SCHOOL'S EAST QUADRANGLE RESEARCH FACILITY, A PROPOSED ACADEMIC RESEARCH FACILITY LOCATED AT 200 LONGWOOD AVENUE. THE PROPOSAL INCLUDES A 185,000 SQUARE FOOT RESEARCH FACILITY, AND A 500-CAR UNDERGROUND PARKING GARAGE. THE MEMORANDUM ALSO REQUESTS THE BOSTON REDEVELOPMENT AUTHORITY'S RECOMMENDATION OF APPROVAL, CONDITIONAL UPON DESIGN REVIEW, OF THE PETITION TO THE BOARD OF APPEAL FOR ZONING RELIEF IN CONNECTION WITH THE PROPOSED PROJECT.

INTRODUCTION

Harvard Medical School requests approval of a Development Impact Project Plan ("DIPP") and a Development Impact Project Agreement ("Agreement") for the construction of a medical research building, the East Quadrangle Research Facility ("EQRF"). The project is proposed to be located on a single parcel of land at 200 Longwood Avenue on the Harvard Longwood Campus. The proposed site is bounded by Longwood Avenue to the north, Huntington Avenue to the west, Shattuck Street to the south, and Children's Hospital property to the east.

PROJECT DESCRIPTION

The East Quadrangle Research Facility, as proposed, will house three major research programs of the Harvard Medical School. The

programs are: Virology and Immunology, Genetics, and Neurobiology. The new facility will provide for the expansion of these departments which are currently housed in existing buildings on the Harvard Medical School campus.

The proposal involves the construction of approximately 185,000 square feet of gross floor area, of which 143,500 square feet will be devoted to research and accessory uses, and approximately 41,500 square feet will be used for building services and the housing of mechanical equipment. The proposal also includes underground parking for 500 cars. The construction of the EQRF Project would increase Harvard University's Longwood Campus floor area ratio from its current 1.94 to approximately 2.15. (Current zoning allows a maximum FAR of 3.0.)

The height of the proposed five-story building is approximately 75 feet. The building footprint is approximately 26,000 square feet. Materials for the construction of the building are cast stone with metal detailing. The exterior treatment of the building, after significant input from the BRA's urban design staff, will reflect a design which compliments the overall architectural features of the campus.

Harvard intends to construct the facility in a single phase, beginning in the Spring of 1990, with completion in the Summer of 1992. In conjunction with the Proposed Project, Harvard plans to create a pedestrian walkway from Longwood Avenue to Huntington Avenue, and to provide handicapped access at the Huntington Avenue terminus through the installation of an inclined chair lift.

HARVARD MASTER PLAN

The proposed project is consistent with the Harvard Longwood Campus Master Plan, which was submitted to the BRA on May 12, 1989. The Master Plan has undergone BRA staff review and is currently undergoing community review. It is expected that the Master Plan will be presented to the BRA Board for approval in late-1990.

ARTICLE 31 DEVELOPMENT REVIEW

In compliance with the Development Review Requirements set forth in Article 31 of the Boston Zoning Code, Harvard has submitted to the BRA a Project Notification Form (PNF), a Draft Project Impact Report (DPIR) and a Final Project Impact Report (FPIR). The Final Project Impact Report (FPIR) was submitted on February 2, 1990.

ENVIRONMENTAL REVIEW PROCESS

On September 15, 1989, Harvard submitted an Environmental Notification Form (ENF) to the Massachusetts Environmental Protection Agency (MEPA). Following input from various public agencies, including the BRA, and a public hearing on the need for a full Environmental Impact Report (EIR), MEPA issued a determination on October 26, 1989, that a full EIR was not required.

COMMUNITY REVIEW

The Proposed Project has undergone extensive community review, with the University having made presentations to neighborhood associations in the Fenway and Mission Hill areas. The Mission Hill Planning and Zoning Advisory Committee (PZAC) voted not to support the Proposed Project due to various community concerns, including the following: (1) the types of medical research to be conducted within the building, and whether that research posed potential environmental hazards to community residents and Harvard employees; (2) the proposed parking garage, and the potential traffic impacts that would result from vehicles exiting onto Longwood Avenue at peak hours; (3) potential traffic impacts that might result from a future curb cut and garage exit onto Huntington Avenue; (4) neighborhood impacts that would result from construction traffic and construction-worker parking; and (5) the need for effective construction management of the project in conjunction with other projects in the Longwood Medical Area.

In response to these issues, the BRA is negotiating an agreement with Harvard which would specify appropriate mitigation measures for each issue.

PUBLIC BENEFITS

The project is a "Development Impact Project" under Section 26A-3(2) of the Boston Zoning Code, and therefore subject to housing and jobs linkage obligations. The DIP Agreement anticipates that \$217,500 in housing linkage funds and \$43,500 in jobs linkage funds will be generated by the project. A single 100,000 square foot exemption for all projects defined in the Harvard Longwood Master Plan will be allowed.

The project will generate a substantial number of construction and permanent employment opportunities for Boston residents.

Memorandum
Harvard EQRF
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Over the estimated two-and-a-half-year construction period, 300 person-years of construction jobs will be generated. The Development Impact Project Agreement ("DIP Agreement") includes a Boston Resident Construction Employment Plan which will govern hiring practices for construction jobs.

Once completed, the EQRF building will house 400 permanent employees. Although many of these employees are already employed by Harvard Medical School or its affiliates, Harvard will enter into a Memorandum of Understanding and a First Source Agreement governing recruitment and hiring for designated categories of permanent employment positions.

ZONING RELIEF

The proposed project requires zoning relief pursuant to Article 6 of the Code, for conditional use permits for: (1) conducting university related scientific research in an H-3 district; (2) housing of laboratory animals in an H-3 district; and (3) an off-street parking garage in a restricted parking district.

GUIDELINES FOR LABORATORY RESEARCH

With respect to the scientific research to be conducted at the Project, it is recommended that all laboratory research and experiments conducted at the Project be required to conform to the Guide for the Care and Use of Animals of the National Institutes of Health, the Animal Welfare Act and other federal regulations pursuant to the Act, and the Public Health Service Policy on Humane Care and Use of Laboratory Animals. The intent and effect of these regulations is not to limit a researcher's freedom to conduct experimentation, but to ensure that the care and treatment of animals is undertaken in a humane fashion.

CONCLUSION

BRA Staff recommends that the Authority: (1) approve the attached Development Impact Project Plan; (2) authorize the Director to execute the Development Impact Project Agreement and issue an Adequacy Determination upon completion of the review of the Final Project Impact Report; and (3) recommend approval, conditional upon design review, of petitions to the Board of Appeal for zoning relief in connection with the Proposed Project.

Appropriate Votes Follow:

VOTED: That in connection with the Development Impact Project Plan for the East Quadrangle Research

Facility, 200 Longwood Avenue, Boston, presented at a public hearing duly held at the offices of the Boston Redevelopment Authority on April 19, 1990, and continued on May 10, 1990, and after consideration of the evidence presented at the hearing, the Boston Redevelopment Authority finds that said Plan: (1) conforms to the general plan for the City of Boston as a whole; (2) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) does adequately and sufficiently satisfy all other criteria and specifications for a Development Impact Project as set forth in Articles 26A and 26B of the Boston Zoning Code as amended; and further

VOTED: That pursuant to the provisions of Articles 26A and 26B of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the Development Impact Project Plan for the East Quadrangle Research Facility, 200 Longwood Avenue, Boston. Said Development Plan is embodied in a written document entitled "Development Impact Project Plan for the Harvard Medical School East Quadrangle Research Facility" dated February 8, 1990, and in a series of schematic drawings listed in Exhibit B of said document; said document and plans shall be on file in the Office of the Boston Redevelopment Authority; and further

VOTED: That the Authority hereby authorizes the Director (1) to execute, in the name and on behalf of the Authority, (a) a Development Impact Project Agreement, in substantially the form presented to the Authority on this date; and (b) other necessary agreements with the developer of the East Quadrangle Research Facility at 200 Longwood Avenue, Boston; and (2) to certify in the name of the Authority, (a) that plans submitted to the Inspectional Services Commissioner in connection with said Project are in conformity with said Development Impact Project Plan; and (b) that the developer has entered into an Agreement with the Authority to be responsible for the Housing Contribution and a Jobs Contribution Grant; and further

VOTED: That the Authority hereby authorizes the Director

to execute, in the name and on behalf of the Authority, an Adequacy Determination with respect to the Final Project Impact Report for the East Quadrangle Research Facility, 200 Longwood Avenue, Boston, upon completion of the review by the Authority of such Final Project Impact Report for the East Quadrangle Research Facility; and further

VOTED: That in reference to petition #Z-13258, 200 Longwood Avenue, in an H-3 zoning district, brought by the President and Friends of Harvard College, Cambridge Massachusetts, for conditional use permits for: (1) conducting university related scientific research in an H-3 district (Section 8-7 (24)); (2) housing of laboratory animals in an H-3 district (Section 8-7 (77)); and (3) an off-street parking garage in a restricted parking district (Section 6-3A), the Boston Redevelopment Authority recommends approval with the proviso that plans are submitted to the Authority for design review approval to ensure that the plans are consistent with the plans previously reviewed by the Authority and with the Development Impact Project Plan, provided that the final design review approval shall not be granted prior to the execution of a Transportation Access Plan Agreement, and a Boston Resident Construction Employment Plan, a Memorandum of Understanding, a First Source Agreement, and other necessary agreements with the Mayor's Office of Jobs and Community Services. The Authority authorizes the Director to certify to the Board of Appeal that the petition and the requested conditional use permits are in conformity with said Development Impact Project Plan.

FACT SHEET

HARVARD UNIVERSITY MEDICAL SCHOOL EAST QUADRANGLE RESEARCH FACILITY

200 Longwood Avenue

DEVELOPMENT TEAM

Developer/Owner: President and Fellows of Harvard College
Architect: Davis and Brody
Counsel: General Counsel, Harvard University

PARCEL DESCRIPTION

Location: Bounded by Longwood Avenue to the north, Huntington Avenue to the west, Shattuck Street to the south, and Children's Hospital to the east.

Size: 26,000 square foot building footprint

PROPOSAL

Harvard proposes construction of a five-story medical research building, with an underground parking garage. The East Quadrangle Research Facility (EQRF) will house Harvard Medical School's research programs in virology and immunology, genetics, and neurobiology. The building facade will be cast stone with metal detailing.

Height: 75 feet (five-stories)

Program:

Research:	143,500 GSF
Bldg. Services and Mechanical:	41,500 GSF
Parking:	500 cars

COST

Estimated Total Development Cost: \$60 million

SCHEDULE

Estimated Start of Construction: Spring, 1990
Estimated Completion: Summer, 1992

BENEFITS

Employment:
Construction: 300 person-years (estimated)
Permanent: 400 employees

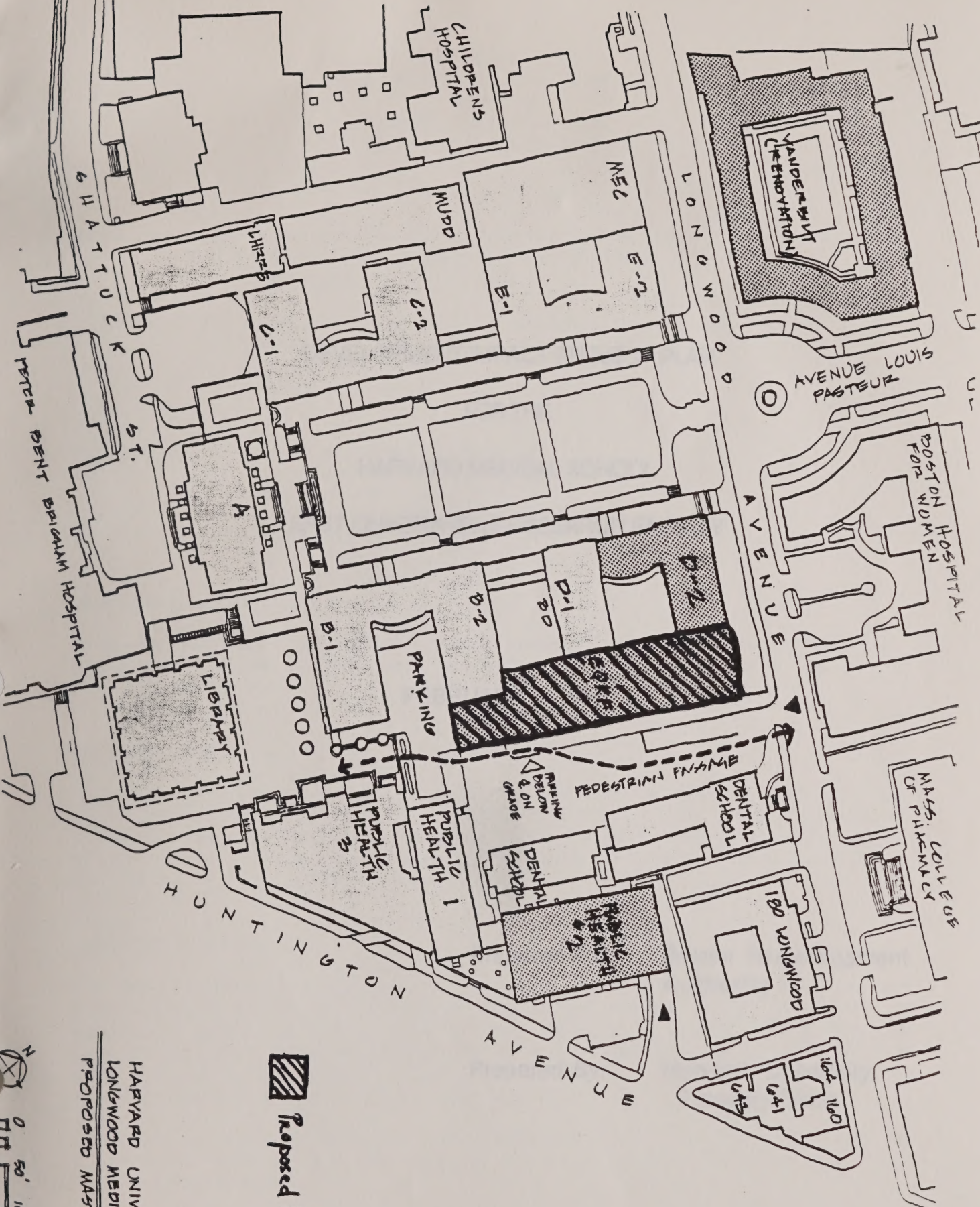
Housing Linkage: \$217,500
Jobs Linkage: \$ 43,500

ZONING

The Proposed Project is in an H-3 District.

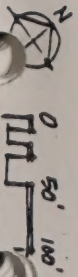
The Proposed Project will require:

Conditional Use Permits for (1) conducting university related scientific research in an H-3 district; (2) housing of laboratory animals in an H-3 district; and (3) an off-street parking garage in a restricted parking district.



Proposed Project Site

HARVARD UNIVERSITY
LONGWOOD MEDICAL AREA
PROPOSED MASTER PLAN



DEVELOPMENT IMPACT PROJECT PLAN
FOR THE
HARVARD MEDICAL SCHOOL
EAST QUADRANGLE RESEARCH FACILITY

FEBRUARY 8, 1990

Prepared For: Boston Redevelopment
Authority

Prepared By: Harvard University
Planning Group

FEBRUARY 8, 1990
DEVELOPMENT IMPACT PROJECT PLAN
FOR THE
HARVARD MEDICAL SCHOOL
EAST QUADRANGLE RESEARCH FACILITY

Developer/Owner: President and Fellows of Harvard College
(Hereinafter referred to as "Harvard")
Cambridge, Massachusetts

David M. Bray, Dean for Management and Administration
Harvard Medical School
25 Shattuck Street
Boston, MA 02115

Architect: Davis Brody and Associates
315 Hudson Street
New York, NY 10013

Samuel Brody

Development Consultants:

A project directory list of the names, addresses, and telephone numbers of our attorneys, architects, engineers and special consultants is attached to this Plan as Exhibit A.

Site Description:

The project site is commonly known and numbered as 200 Longwood Avenue, Boston, Massachusetts and is part of the Harvard Longwood Campus, bounded by Longwood Avenue to the north, Huntington Avenue to the east, Shattuck Street to the south, and Children's Hospital property to the west (see Exhibit B). The project site is located on one parcel of land.

Description of Project:

The East Quadrangle Research Facility (EQRF) will be a 185,000 GSF research building consisting of 5 research laboratory floors above grade plus a mechanical penthouse floor. The Medical School's existing animal facility will be housed in the basement level. At six stories the EQRF project will be comparable in height to the original Medical School buildings and is intended to complement these buildings in scale and detail.

The EQRF will house three major research programs of the school: Virology and Immunology, Genetics and Neurobiology and will provide expansion space for existing departments.

Underground parking is planned below the adjacent Quadrangle for a capacity of approximately 500 cars to replace 150 on-grade parking spaces lost as a result of the EQRF construction and to provide additional parking for future potential developments of Medical School and School for Public Health and zoning requirements.

Service and loading facilities for the EQRF and adjacent Medical School buildings will be provided below grade within the garage structure, allowing removal of existing loading docks which are now located on grade.

The project will include the demolition and removal of 30,430 GSF of existing structures on the site.

Proposed Uses:

The project is a biomedical research facility which will include institutional research laboratory, housing laboratory animals, and parking uses. Harvard will comply with all laws governing housing laboratory animals including National Institute of Health guidelines.

Projected Number of Employees:

The project will generate 300 person years of construction jobs and will house 400 permanent employees within the new building. It is important to note that most of these 400 employees are already employed by the Medical School or its affiliated institutions. As described in the Development Impact Project Agreement (attached as Exhibit C), we will execute a Boston Residents Construction Employment Plan, addressing the requirements of the Mayor's Employment Order extending the Boston Resident's Job Policy dated July 12, 1985 and the requirements of the Ordinance establishing the Boston Employment Commission set forth in Chapter 12 of the ordinance of 1986, as amended by Chapter 17 of the Ordinance of 1986. Also as described in Exhibit C, we will make good faith efforts to achieve the goal that 50% of permanent entry level employment opportunities created by the project will be made available to Boston residents.

Development Impact Project Contribution:

The Project is a "Development Impact Project" under the Boston Zoning Code and, as required under Section 26A-3(2) thereof, Harvard will enter into a Development Impact Project Agreement for the Project with the Authority (the "DIP Agreement"). Under the DIP Agreement (see Exhibit C), Harvard shall be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Project. The DIP Contribution shall be made, at Harvard's option, by (i) the grant and payment by Harvard of a sum of money, payable at the times and in the manner and under the conditions

specified in the DIP Agreement (referred to in Section 26A-3(2) of the Zoning Code as the "Housing Contribution Grant") or (ii) the creation by Harvard of low and moderate income housing units at a cost at least equal to the amount of the Housing Contribution Grant and under the conditions specified in the DIP Agreement (referred to in said Section 26A-3 as the "Housing Creation Option"), or (iii) a combination of items (i) and (ii) above. Should the Harvard obligation with regard to the DIP Contribution be satisfied solely in the form of a Housing Contribution Grant, total payments from the Application would equal approximately \$217,500, calculated as follows:

Total Square Footage of Gross Floor Area of Uses Enumerated in Table D of Article 26A of the Code Calculated pursuant to Section 2-1(21) of the Zoning Code:	143,500
Less Exemption:	(100,000)
Net Square Footage of Gross Floor Area, for Purposes of Payment	43,500
Total Housing Contribution Grant:	$\begin{array}{r} \times \quad \$5.00 \\ \$ 217,500 \end{array}$

In the alternative, Harvard may elect to make payment under the Housing Contribution Grant in a single installment, due and payable on the Payment Date, in an amount equal to the total amount of the Linkage Payment which would otherwise be paid in twelve equal annual installments, discounted to represent the present value of such twelve equal annual installments if paid in a single installment on the Payment Date.

Jobs Contribution Grant:

As required under Section 26B-3(1) of the Zoning Code and as required under the terms of the DIP Agreement, Harvard shall make a Jobs Contribution Grant with regard to the Project, in the manner and under the conditions specified in the DIP Agreement. The Jobs Contribution Grant will equal approximately \$43,500 calculated as follows:

Total Square Footage of Gross Floor Areas of Uses Enumerated in Table E of Article 26B of the Code:	143,500
Less Exemption:	(100,000)
Net Square Footage of Gross Floor Area, for Purposes of Payment	43,500
Total Jobs Contribution Grant:	$\begin{array}{r} \times \quad \$1.00 \\ \$43,500 \end{array}$

Estimated Construction Time:

The Project will be developed in a single, continuous phase with a duration of approximately 30 months from the start of construction.

Proposed Location and Appearance of Structures:

Major effort of the design for the EQRF has been made to keep the building at 5 stories above grade plus mechanical penthouse, in order to best relate to the scale of nearby buildings along Longwood Avenue and on the Medical School campus. The specific vocabulary of the EQRF facades relates most directly to the facades of the original Medical School buildings. The vocabulary includes a vertical pier expression of the main floors, a more solid base treatment at the first floor, and a horizontal recessed strip window treatment at the fifth floor, articulating and giving vertical scale to the building in the same manner as the original buildings. A doubling of the expressed module in plan (20' instead of 10') helps to reduce the apparent length of the long east facade.

The main material of the facade will be precast concrete in a white/light gray range to pick up the color range of Vermont marble in the original Medical School buildings. A second precast color will be used for sills, caps and base trim elements on the building.

The location and appearance of the Project shall generally conform with the schematic design drawings listed in attached Exhibit B. These schematic design drawings for the Project have been submitted to the Authority. The design and dimensional requirements of the proposed Project shall be approved by the Authority and may be subject to minor modifications as the result of continuing development review. Final Working Drawings and Specifications approved by the Authority shall be conclusively deemed to be in conformity with this Plan (refer to Exhibit B).

Building Dimensions:

The dimensions of the building will generally conform to the plans. EQRF measures 95 feet in height to the top of the mechanical penthouse at Longwood Avenue. There is no height limit in this zoning district.

Approval Process/Schedule:

The site is entirely owned by Harvard and requires no additional land acquisition to effect the development.

Harvard filed a Building Permit Application (#4481) with the City of Boston Inspectional Services Department (ISD) on June 5, 1989. On July 11, 1989 ISD denied the Application because the project requires zoning relief under

Article 6 and Article 8 of the Boston Zoning Code. Harvard's Appeal (BZC #13258) for zoning relief is pending before the Boston Zoning Board of Appeal (ZBA). A hearing before the BRA board is anticipated on April 19, 1990, and a ZBA public hearing is expected shortly thereafter.

Proposed Traffic Circulation, Access to Public Transportation:

The Transportation Access Plan was prepared by Vanasse Hangen Brustlin, Inc., dated May 1989, as part of the Draft Project Impact Report which was submitted to the Boston Redevelopment Authority (BRA) and the Boston Transportation Department (BTD) on May 12, 1989.

As a result of consultation with the BRA and BTD, a Transportation Master Plan dated August 1989 and final Transportation Access Plan dated October 1989 were prepared and submitted to the BTD. Both documents address public transportation access.

In addition, Harvard will enter into a Transportation Access Plan Agreement with the Boston Transportation Department for EQRF so that the construction period traffic will be mitigated.

Parking and Loading Facilities:

As shown on the drawings (listed in Exhibit B), parking for a total of approximately 500 vehicles will be provided in garage facilities below grade. Pedestrian access to below grade parking will be via elevators.

Service facilities for the building are provided by loading docks located within the building at basement level.

Open Spaces and Landscaping:

1. East Quadrangle

The open space between the EQRF and the existing Dental School buildings will be developed to accommodate both vehicular access requirements and pedestrian movement through the site. The major vehicular movement will be access by ramp to the underground parking garage and receiving dock; secondary movement will be access to limited on-grade parking and service entrances at the Dental School and School of Public Health. Major traffic surfaces will be paved with small scale masonry paving units in different colors to articulate different vehicular areas.

Pedestrian access through the site is designed to be part of a continuous pedestrian route through the campus running north-south from Huntington Avenue near Brigham Circle to Longwood Avenue at the EQRF. The main walk will be along the east face of the EQRF, paved with small scale masonry units and softened with a continuous line of street trees.

The yard in front of the EQRF along Longwood Avenue will be landscaped with a lawn and trees to continue the treatment that exists in front of Building 'D' next door. Site lighting will be provided for the walks and driveways.

2. Medical School Quadrangle

Following completion of the structure for the proposed underground parking garage, the Medical School Quadrangle will be returned to its current grades and landscape design. The main lawn will be restored and trees replaced. Research is on-going with regard to Olmsted Brothers' original landscape design for the Quadrangle to determine the appropriate selections for shrubs and replacement trees, consistent with the original design.

Environmental Impact:

Under the requirements of the Massachusetts Environmental Policy Act, Harvard submitted an Environmental Notification Form to the Executive Office of Environmental Affairs (EOEA) on September 15, 1989. On October 26, 1989 we received a Certificate from EOEA stating the project does not require the preparation of an Environmental Impact Report.

Zoning:

The site is located in the H-3 City of Boston Zoning District. Construction of the project will require conditional use permits for research, housing laboratory animals, and parking. The cumulative FAR for this site will increase from 1.9 to 2.2 with the construction of the East Quadrangle Research Facility. The maximum allowable FAR in this zoning district is 3.0.

Community:

The project site is located entirely within the Harvard Longwood Campus. The nearest neighbors to the site are Children's Hospital, Brigham and Women's Hospital, and the Massachusetts College of Pharmacy. The Longwood Medical Area abuts two City of Boston residential Neighborhoods: Mission Hill and Fenway/Kenmore.

Through the Medical Area Service Corporation's regularly schedule meetings, we have kept all Longwood Medical Area institutions apprised of our plans. Since March, we have been meeting with members of Mission Hill and Fenway neighborhoods to share our plans for this project. We intend to meet with these groups, among others, as this project moves toward the construction phase.

Harvard has met with various representatives of the community regarding the project including:

Date	Agenda
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Fenway/Kenmore Planning & Zoning Advisory Committee (PZAC) Meeting

March 22, 1989	Distribution of Project Notification Form and 1st draft of Harvard Longwood Campus Master Plan
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Fenway - Open Community Meeting

August 23, 1989	Presentation of Harvard Longwood Campus Master Plan and East Quadrangle Research Facility Project (EQRF)
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Mission Hill Neighborhood Associates

August 3, 1989	Presentation of Harvard Longwood Campus Master Plan and EQRF Project
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Mission Hill Planning & Zoning Advisory Committee (PZAC) Meeting

April 4, 1989	Distribution of Project Notification Form and 1st Draft of Harvard Longwood Campus Master Plan
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June 6, 1989	Discussion of Draft Project Impact Report and 2nd Draft of Harvard Longwood Campus Master Plan
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July 11, 1989	Presentation of EQRF Project and Harvard Longwood Campus Master Plan
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September 5, 1989	Walking tour of Harvard Longwood Campus and discussion of EQRF Project
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November 15, 1989	Review of EQRF and Building D projects
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December 5, 1989	Brief EDRF Update with questions and answer period.
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February 6, 1990	Final presentation and vote.
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Public Benefits:

1. Site Improvements

One of the major aesthetic contributions will be the construction of underground parking beneath EQRF and the existing Quadrangle. This will remove a majority of the surface parking spaces and enable initial landscaping and pedestrian improvements to the open area adjacent to EQRF. The work will dramatically improve the site's appearance.

2. Linkage Contributions

The housing contribution grant will be approximately \$217,500 as set forth in the DIP Agreement (Exhibit C). The job's construction grant will be approximately \$43,500 as set forth in the DIP agreement (Exhibit C).

3. Jobs Creation

As stated above, it is estimated that 300 worker years will be created. Harvard will submit to the Authority a Boston Residents Construction Employment Plan in accordance with the Mayor's Executive Order of July 12, 1985. With regard to permanent employment, Harvard will enter into a Memorandum of Understanding and a First Source Agreement as part of our good faith efforts to use City resources that provide opportunities for entry level permanent employment positions.

4. Other Public Benefits

Harvard has provided a number of benefits to the surrounding neighborhoods, many of which are on-going. For a detailed description of these community benefits, refer to Exhibit D.

1-800-433-4788
1-800-433-4781 ext.

Exhibit A

Project Directory
East Quadrangle Research Facility
Harvard Medical School
Development Consultants

ARCHITECT	DAVIS, BRODY & ASSOCIATES 315 Hudson Street New York, NY 10013	212-633-4700 212-633-4761 FAX
	Samuel Brody Anthony Louvis William Paxson Robert Lubalin Charles Wahl	Partner-In-Charge Project Manager Design Coordinator Laboratory Specialist Project Architect
LABORATORY CONSULTANT	EARL WALLS ASSOCIATES 5348 Carroll Canyon Road San Diego, CA 92121	619-457-2400 619-459-3318 FAX
	Ulrich Lindner Ken DeBoer	Partner-In-Charge Project Manager
HVAC/ELECTRICAL ENGINEERS	BARD, RAO & ATHANAS 1320 Soldiers Filed Road Boston, MA 02135	617-254-0016 617-254-9175 FAX
	Gene Bard Kevin Sheehan Lew Percoco	Partner-In-Charge Project Manager Project Engineer-Electric
PLUMBING ENGINEERS	R.W. SULLIVAN, INC. 302 Union Wharf Boston, MA 02109	617-523-8227 617-523-8016 FAX
	Gene Sullivan Bob Hough George Minlhan Grant Anderson	Partner-In-Charge Project Engineer Construction Services
STRUCTURAL ENGINEERS	WEIDLINGER ASSOCIATES 44 Brattle Street Cambridge, MA 02138	617-876-9666 617-864-1582 FAX
	Dieter Risch Steven Varga	Partner-In-Charge
SPECIFICATIONS	BRIAN SMITH, ARCHITECT 3 Tonden Lane Locust Valley, NY 11560 Brian Smith	516-671-6881

CONSTRUCTION MANAGER	TURNER CONSTRUCTION CO. 855 Boylston Street Boston, MA 02116	617-247-6400 617-437-0354 FAX
	Walter Heyde Joseph Kilar Bruce Ventura Bob Turner	Project Executive Chief Estimator
GEOTECHNICAL CONSULTANT	HALEY AND ALDRICH 58 Charles Street Cambridge, MA 02141	617-494-1606
	Tom Liu Bill Weller	Partner-In-Charge Project Engineer
URBAN DESIGN CONSULTANT	CHAN, KREIGER, LEVI 1132 Massachusetts Avenue Cambridge, MA 02138	617-354-5315 617-492-6322 FAX
	Alex Kreiger Peter Osler	
CODE CONSULTANT	FIREPRO, INC. P.O. Box 145 Wellesley, MA 02181	617-237-1153
	Mike DiMascio	
COST CONSULTANT	VERMEULENS INC. 335 Renfrew Drive Suite 301 Unionville, Ontario L3R 9S9	416-479-5836 416-479-5840 FAX
	James Vermeulen	
TRAFFIC CONSULTANT	VANASSE HANGEN BRUSTLIN, INC. 60 Birmingham Parkway Boston, MA 02135	617-783-7000
	Joel Freilich	

Exhibit B

Schematic Design Submission

East Quadrangle Research Facility

- AO Campus Plan
- L1 Site Plan
- L2 Site Section
- A1 ECRF First Floor Plan
- A2 Typical Floor Plan
- A3 Flat Roof Penthouse Alternative
- A4 Sloped Roof Penthouse Alternative
- A5 Building Section
- A6 Building Section Through 'D' Courtyard
- A7 Building Elevations
- A8 Building Elevations
- A9 Elevation Detail Typical Bay
- A10 Longwood Avenue Street Elevation
- A11 Longwood Avenue Perspective View
- A12 Quadrangle Garage - Subbasement Level Plan
- A13 Quadrangle Garage - Basement Level Plan
- A14 Quadrangle Garage Transverse Section

* Drawings included in this document:

- Existing Site Plan
- Proposed Site Plan
- Building Section

Exhibit B

Schematic Design Submission

East Quadrangle Research Facility

- AO Campus Plan
- L1 Site Plan
- L2 Site Section
- A1 EQRF First Floor Plan
- A2 Typical Floor Plan
- A3 Flat Roof Penthouse Alternative
- A4 Sloped Roof Penthouse Alternative
- A5 Building Section
- A6 Building Section Through 'D' Courtyard
- A7 Building Elevations
- A8 Building Elevations
- A9 Elevation Detail-Typical Bay
- A10 Longwood Avenue Street Elevation
- A11 Longwood Avenue Perspective View
- A12 Quadrangle Garage - Subbasement Level Plan
- A13 Quadrangle Garage - Basement Level Pla
- A14 Quadrangle Garage Transverse Section

* Drawings included in this document.

- Existing Site Plan
- Proposed Site Plan
- Building Section

DEVELOPMENT IMPACT PROJECT AGREEMENT
EXHIBIT C
INCLUDING PROVISIONS FOR THE JOBS CONTRIBUTION GRANT

Development Impact Project Agreement

East Quadrangle Research Facility

200 LONGWOOD AVENUE

WHEREAS, THIS AGREEMENT is dated as of April 15, 1993 between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter the "Authority"), a body public and corporate created pursuant to Chapter 302A of the Acts of 1980 as amended, acting on its behalf and as its sole agent for the Neighborhood Housing Study (hereinafter defined) and the Neighborhood Jobs Trust (hereinafter defined), and PRESIDENT AND FELLOWS OF HARVARD COLLEGE, a charitable and educational corporation existing under the Constitution and laws of The Commonwealth of Massachusetts, who a business address for purposes of this Agreement are Harvard Medical School, 75 Shumway Street, Boston, Massachusetts (hereinafter the "Applicant"), the Authority and the Applicant, collectively, shall be referred to herein as the Parties.

WITNESSETH

WHEREAS, the Applicant proposes to construct the building to be known as the "East Quadrangle Research Facility," which will incorporate various medical research laboratories into one modern, state-of-the-art facility (the "Project");

WHEREAS, the Project is located at 200 Longwood Avenue, on land owned by Applicant (the "Project Site");

DEVELOPMENT IMPACT PROJECT AGREEMENT
INCLUDING PROVISIONS FOR THE JOBS CONTRIBUTION GRANT
FOR
EAST QUADRANGLE RESEARCH FACILITY
200 LONGWOOD AVENUE

WHEREAS, THIS AGREEMENT is dated as of April 19, 1990 between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter the "Authority"), a body politic and corporate created pursuant to Chapter 652 of the Acts of 1960, as amended, acting on its behalf and as escrow agent for the Neighborhood Housing Trust (hereinafter defined) and the Neighborhood Jobs Trust (hereinafter defined), and PRESIDENT AND FELLOWS OF HARVARD COLLEGE, a charitable and educational corporation existing under the Constitution and laws of The Commonwealth of Massachusetts, with a business address for purposes of this Agreement c/o Harvard Medical School, 25 Shattuck Street, Boston, Massachusetts (hereinafter the "Applicant"); the Authority and the Applicant, collectively, shall be referred to herein as the parties.

WITNESSETH

WHEREAS, the Applicant proposes to construct the building to be known as the "East Quadrangle Research Facility," which will consolidate various medical research laboratories into one modern, state-of-the-art facility (the "Project");

WHEREAS, the Project is located at 200 Longwood Avenue, on land owned by Applicant (the "Project Site");

WHEREAS, the Development constitutes a Development Impact Project as defined in Section 26A-2(1) of Article 26A of the Boston Zoning Code and Section 26B-2(1) of Article 26B of the Boston Zoning Code;

WHEREAS, the Neighborhood Housing Trust (the "Neighborhood Housing Trust") as referred to in Article 26A of the Boston Zoning Code has been created by Declaration of Trust dated November 19, 1985 pursuant to an Ordinance Establishing the Neighborhood Housing Trust passed by the City Council on May 21, 1986 and approved by the Mayor on July 6, 1986; and

WHEREAS, the Neighborhood Jobs Trust (the "Neighborhood Jobs Trust") as referred to in Article 26B of the Boston Zoning Code has been created by Declaration of Trust pursuant to an Ordinance Establishing the Neighborhood Jobs Trust passed by the City Council of August 19, 1987 and approved by the Mayor on September 8, 1987.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1 The parties hereby acknowledge and the Applicant submitted to the Authority a Development Impact Project Plan ("DIP Plan") attached hereto as Exhibit A and hereby incorporated by reference as required by Section 26A-3 and Section 26B-3 and after a public hearing held on April 19, 1990, notice of which was published in the Boston Herald on April 19, 1990, the Authority approved the DIP Plan on May 10, 1990. Subject to the provisions of this Agreement, if the

Applicant proceeds with the Project the Applicant will do so in accordance with DIP Plan.

ARTICLE 2. HOUSING LINKAGE PAYMENT

2.1 Housing Linkage Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project Contribution (hereinafter "Housing Linkage Payment"), as such term is defined in Section 26A-2(3) of the Boston Zoning Code, in an amount calculated in accordance with Paragraph 2.4 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Housing Linkage Payment, in whole or in part, by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in Paragraph 2.2 of this Agreement (hereinafter "Housing Creation Option"), or by payments made in accordance with Paragraph 2.3 of this Agreement (hereinafter "Housing Payment Option"), or by a combination of both the Housing Creation Option and the Housing Payment Option.

2.2 Housing Creation Option. If the Applicant shall elect to create or contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston in order to satisfy its obligation for all or a part of the Housing Linkage Payments the Applicant shall submit a proposal in writing to the Authority on or before the Housing Linkage Payment Date (as defined in Paragraph 2.6 of this Agreement). Such proposal, approved in accordance with the Housing Creation Regulations adopted by the Authority pursuant to Section 26A-2(3)(a) of Article 26A of the Boston Zoning Code (the "Housing Creation Regulations"), shall satisfy the provisions of Section 26A-22.3(a)

of Article 26A of the Boston Zoning Code. The proposal shall include a description of the number, location, cost and design of the housing units. In the event that the Applicant elects the Housing Creation Option, the Applicant pledges compliance with the Housing Creation Regulations. The proposal shall be subject to approval by the Authority after public notice and hearing.

2.3 Housing Payment Option. If the Applicant shall elect to contribute money payments in order to satisfy its obligation for all or a part of the Housing Linkage Payments, said payments shall be made to the Collector-Treasurer of the City of Boston (the "Collector-Treasurer") as managing trustee of the Neighborhood Housing Trust. Payments shall be made in 12 equal annual installments. The Authority hereby agrees that delivery of such payments to the Collector-Treasurer constitutes full satisfaction of the Applicant's obligation to make the Housing Linkage Payments. The first installment of such payments shall be due and payable on the Housing Linkage Payment Date as defined in Paragraph 2.6 of this Agreement, and subsequent installments shall be due and payable without interest on the following 11 anniversary dates of the Housing Linkage Payment Date. In the event any Housing Linkage Payment is not made in a timely manner as provided herein, the Applicant shall pay interest thereon at the rate of 1.5% per month, commencing on the applicable date when payment should have been received by the Collector-Treasurer and ending on the date when the Collector-Treasurer receives payment.

2.4 Calculation of Housing Linkage Payment. The parties acknowledge that the Project will include certain uses enumerated in Table D of Article 26A ("Table D Uses"), including but not limited to Use 16A, i.e., "college or university

granting degrees by authority of the Commonwealth of Massachusetts," and Use 24, i.e., "scientific research and teaching laboratories not conducted for profit and accessory to Use Items 16A and 22." It is anticipated that the gross floor area (calculated pursuant to Section 2-1(21)) of the Project devoted to one or more such uses in the aggregate will exceed one hundred thousand square feet and that said gross floor area devoted to such uses is expected to be approximately 143,500 square feet, based upon schematic drawings for the Project. The amount of Housing Linkage Payments referred to in Paragraph 2.1 of this Agreement shall equal \$5.00 for each square foot of gross floor area devoted to one or more Table D Uses in excess of the first 100,000 square feet of gross floor area devoted to such uses throughout the Harvard Longwood Campus Master Plan. The gross floor area devoted to Table D Uses shall be calculated and certified by the architect for each Building in accordance with Section 2-1(21) of the Boston Zoning Code. In calculating the amount of Housing Linkage Payments, all parking, dormitories and other residential uses shall not be considered "ancillary or accessory to the uses listed in Table D" within the meaning of Section 26A-3(2)(a) of the Boston Zoning Code and thus shall not be included in the calculation of gross floor area subject to Housing Linkage Payments. If the actual gross floor area of a Building, as defined in Section 2-1(21) of Article 2 of the Boston Zoning Code and as certified by the architect of such Building, differs from any estimates on which Housing Linkage Payments were made, the Applicant shall adjust the amount of the Housing Linkage Payments for such Building in accordance with Article 26A of the Boston Zoning Code to reflect the change in gross floor area.

2.5 Recalculation. The Authority hereby agrees that, subject to the final calculation provisions contained in Paragraph 2.4 of this Agreement, any change in the formula (amount or rate of payment) for the calculation of the Housing Linkage Payment as set forth in Section 26A-3(2) of Article 26A of the Boston Zoning Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Boston Zoning Code, or any other changes in the Boston Zoning Code after the date hereof, shall not in any way increase the Housing Linkage Payment determined in accordance with Paragraph 2.4 of this Agreement nor decrease the period over which Housing Linkage Payments are to be made.

2.6 Housing Linkage Payment Date. The Housing Linkage Payment Date shall be the earlier of (i) the issuance of a Certificate of Occupancy for such Housing Linkage Building or (ii) 24 months after the granting of the final building permit for substantial construction of such Housing Linkage Building.

2.7 Notice of Agreement. Upon execution of this Agreement, the Authority will notify the Collector-Treasurer of such execution. The Authority shall review the Applicant's determination of the final gross floor area of the Building. If the Authority confirms the Applicant's determination, it shall so certify and forward the same to the Inspectional Services Department with a copy to the Collector-Treasurer.

2.8 Non-Accrual of Housing Linkage Payment. If a building permit is not granted for the proposed Building or part thereof, or if construction of the Building or part thereof is abandoned after a building permit is obtained and prior

to the commencement of substantial construction, or if a building permit for the Building or part thereof is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the Housing Linkage Payment with respect to such Building or part thereof. The parties acknowledge that the Development Impact Project Plan contemplates the demolition of certain structures on the Site and construction of parking garages, infrastructure and other site improvements that may subsequently serve as foundations for the Building, and the parties agree that such demolition and the construction of such parking garages, infrastructure and other site improvements shall not be considered substantial construction of the Building.

2.9 Credit Towards Housing Linkage Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Building, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26A-1 of Article 26A of the Boston Zoning Code, amounts payable hereunder by the Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force and effect.

ARTICLE 3. JOBS CONTRIBUTION GRANT

3.1 Jobs Linkage Payment. The Applicant shall be responsible, in accordance with this Agreement, for a Jobs Contribution Grant (hereinafter "Jobs Linkage Payment"), as such term is defined in Section 26B-2(3) of Article 26B of

the Boston Zoning Code, in the amount as calculated in accordance with Paragraph 3.4 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Jobs Linkage Payment, in whole or in part, by contributing to the creation of a jobs training program, as described in Paragraph 3.2 of this Agreement (hereinafter, "Jobs Creation Option"), or by payment made in accordance with Paragraph 3.3 of this Agreement (hereinafter, "Jobs Payment Option"), or by a combination of both the Jobs Creation Option and the Jobs Payment Option.

3.2 Jobs Creation Option. If the Applicant shall elect to create or contribute to the creation of a jobs training program for use by low and moderate income people pursuant to the Jobs Creation Regulations adopted by the Authority under Article 26B of the Boston Zoning Code (the "Jobs Creation Regulations") in order to satisfy its obligation for all or a part of the Jobs Linkage Payments, the Applicant shall submit a proposal in writing to the Authority on or before the Jobs Linkage Payment Date (as defined in paragraph 3.6 hereof). Such proposal, approved in accordance with the Jobs Creation Regulations, shall satisfy the provisions of Section 26B-2(a) of Article 26B of the Boston Zoning Code. In the event that the Applicant elects the Jobs Creation Option, the Applicant pledges compliance with the Jobs Creation Regulations. The proposal shall be subject to the approval of the Neighborhood Jobs Trust and the Authority after public notice and hearing.

3.3 Jobs Payment Option. If the Applicant shall elect to contribute money payments in order to satisfy its obligation for all or part of the Jobs Linkage Payments, said payments shall be made to the Collector-Treasurer as managing

trustee of the Neighborhood Jobs Trust. The Authority hereby agrees that delivery of such payments to the Collector-Treasurer constitutes full satisfaction of the Applicant's obligation to make the Jobs Linkage Payments.

3.4 Calculation of Jobs Linkage Payments. The parties hereby acknowledge that some or all of the Buildings will include uses enumerated in Table E of Section 26B-3 of Article 26B of the Boston Zoning Code as in existence on the date hereof (hereinafter "Table E Uses"), including, without limitation, those referred to in Paragraph 2.4 of this Agreement. The amount of Jobs Linkage Payments referred to in Paragraph 3.1 of this Agreement shall equal \$1.00 for each square foot of gross floor area devoted to one or more Table E Uses in excess of the first 100,000 square feet of gross floor area devoted to such uses throughout the Harvard Longwood Campus Master Plan. The gross floor area devoted to Table E Uses shall be calculated and certified by the architect for each Building in accordance with Section 2-1(21) of the Boston Zoning Code. In calculating the Jobs Linkage Payments, all parking, dormitories and other residential uses shall not be considered "accessory to the uses listed in Table E" within the meaning of Section 26B-3(1)(a) of the Boston Zoning Code and thus shall not be included in the calculation of gross floor area subject to Jobs Linkage Payments. If the actual gross floor area of a Building, as defined in Section 2-1(21) of Article 2 of the Boston Zoning Code and as certified by the architect of such Building, differs from estimates on which Jobs Linkage Payments were made, the Applicant shall adjust the amount of the Jobs Linkage Payment for such Building in accordance with Article 26B of the Boston Zoning Code to reflect the change in gross floor area.

3.5 Recalculation. The Authority hereby agrees that, subject to the final calculation provisions contained in Paragraph 3.4 of this Agreement, any change in the formula (amount or rate of payment) for the calculation of the Jobs Linkage Payment as set forth in Section 26B-3(1) of Article 26B of the Boston Zoning Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Boston Zoning Code, or any other changes in the Boston Zoning Code after the date hereof, shall not in any way increase the Jobs Linkage Payment determined in accordance with Paragraph 3.4 of this Agreement nor decrease the period over which Jobs Linkage Payments are to be made.

3.6 Jobs Linkage Payment Date. The Jobs Linkage Payment shall be made in two equal annual installments. The first installment of the Jobs Linkage Payment shall be due on the Jobs Linkage Payment Date which shall be the date of the issuance of the final building permit for substantial construction of such Jobs Linkage Building. The remaining installment for such Jobs Linkage Payment shall be due and payable without interest on the first anniversary of the Jobs Linkage Payment Date.

3.7 Non-Accrual of Jobs Payment. If a building permit is not granted for the proposed Building or part thereof, or if construction of the Building or part thereof is abandoned after a building permit is obtained and prior to the commencement of substantial construction or if a building permit for the Building or part thereof is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the Jobs Linkage Payment with respect to such Building or part thereof. The parties acknowledge that the Development Impact Project

Plan contemplates demolition of certain structures on the Site and the construction of parking garages, infrastructure and other site improvements that may subsequently serve as foundations for the Building, and the parties agree that such demolition and the construction of such parking garages, infrastructure and other site improvements shall not be considered substantial construction of the Building.

3.8 Credit Toward Jobs Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon any of the Buildings, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26B-1 of Article 26B of the Boston Zoning Code, amounts payable hereunder by the Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force or effect.

ARTICLE 4. LIABILITY

4.1 Letter of Credit. As security for the payment of installments of the Housing Linkage Payment, the Applicant shall provide for the benefit of the Neighborhood Housing Trust one or more letters of credit in the aggregate amount of 10/12 of the amount of the Housing Linkage Payment. Such letter or letters of credit shall be provided to the Neighborhood Housing Trust within 30 days of the first anniversary of the initial Housing Linkage Payment. The Applicant may provide such letter or letters of credit having expiration dates earlier than the

expiration of the 10-year period during which subsequent installments of such payments are required in accordance with said Article 26A, provided that such letter or letters of credit shall authorize the Neighborhood Housing Trust to draw upon them if not replaced at least 30 days prior to their expiration date. The principal amount of such letter or letters of credit may be reduced by the Applicant after payment by the Applicant of any installments of the Housing Linkage Payment, such principal reduction to be in an amount equal to the installment payment then made by the Applicant. The Authority shall take all steps necessary to enable the Applicant to implement such reduction, including providing its written assent to any amendment to such letter of letters or credit, if required by the issuer thereof, or the exchange of the letter or letters of credit held by the Authority for one or more substitute letters of credit having the lower principal amount. The reasonable cost of obtaining such letter or letters of credit shall be credited against the Applicant's Housing Linkage Payment.

4.2 Assignability. This Agreement shall be binding upon and enforceable against the successors and assigns of the parties hereto (other than mortgagees of the Site, or any part thereof, or those claiming through such mortgagees unless said party obtains title to the Site, or the applicable part thereof, and proceeds with Development), it being understood and agreed that the Applicant shall have a right to transfer or assign to another party or parties its rights, interests and obligations under this Agreement and in all or a portion of the Site.

4.3 Default. Each and every covenant contained in this Agreement is and shall be construed to be a separate and independent covenant applicable to each

Component (as defined below) of the Development, and shall apply separately to each Component, and a default with respect to a particular Component under any paragraph or provision of this Agreement shall not constitute a default with respect to any other Component. For purposes of this Agreement, "Component" shall mean any portion of the Development which is located on an individual lot and/or is separately financed.

4.4 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

4.5 Liability. The liability of the Applicant or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement with respect to each Component (the "Component Developer") shall be limited solely to the assets and property of the Component Developer with respect to such Component, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the Component Developer, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability of the Component Developer hereunder.

ARTICLE 5. MISCELLANEOUS PROVISIONS

5.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the parties. This Agreement is binding and enforceable under contract law upon, and inures to the benefit of, the parties, their successors, assigns, and legal representatives, with respect to the Development or any part thereof, including, without limitation, any successor owner or owners of the improvements for the Development or any part thereof, and the Neighborhood Housing Trust and Neighborhood Jobs Trust as successors to the Authority.

5.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings ascribed in Article 2 or Article 26A or Article 26B of the Boston Zoning Code as in existence on the date hereof, unless otherwise provided.

5.3 Knowledge of Laws. The Applicant shall keep itself fully informed of all votes of the Authority, City ordinances, executive orders, and regulations, and state and federal law which in any manner affect the provisions of this Agreement. The Applicant shall at all times observe and comply with said votes, ordinances, executive orders, regulations or laws, and the Applicant and its respective successors and assigns shall protect and indemnify the City and the Authority, its officer, agents and employees against any claim or liability arising from or based upon violations of such ordinances, executive orders, regulations or laws in effect on the date hereof, caused by any negligent act or omission of the

Applicant and its respective successors and assigns, and their agents or employees.

5.4 Notice. All notices or other communications required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer or representative of the Authority or the Applicant, as the case may be, and shall be either hand delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested, and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service, if mailed to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Authority: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attn: Director

with copies to: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attn: Chief General Counsel

Applicant: The President and Fellow of Harvard College
c/o Harvard Medical School
25 Shattuck Street
Boston, Massachusetts 02115
Attn: Associate Dean for Business and Finance

with copies to: Office of the General Counsel
1350 Massachusetts Avenue
Holyoke Center, Suite 980
Cambridge, MA 02138-3826
Attn: General Counsel

5.5 Certification of Compliance. The Authority hereby agrees to assist the Applicant in obtaining from the Collector/Treasurer, upon satisfaction by the Applicant of its obligations for Housing Linkage Payments or Jobs Linkage Payments, as the case may be, with respect to each Building and within ten

business days after request by the Applicant, a certification in recordable form, that (i) said Housing Linkage Payments or Jobs Linkage Payments, or both, as the case may be, have been satisfied by the Applicant and that the Applicant has no further liability for such Housing Linkage Payments or Jobs Linkage Payments or (ii) said Housing Linkage Payments or Jobs Linkage Payments, or both, as the case may be, have been paid to date.

5.6 Satisfaction of Development Impact Project Requirements. The Authority hereby acknowledges that by executing this Agreement, the Applicant has satisfied the requirements of Section 26A-3(2) of Article 26A and Section 26B-3(1) of Article 26B the Boston Zoning Code insofar as satisfaction of the requirements of those Sections are a precondition to the granting, allowing, or adopting of a variance, conditional use permit, exception, or zoning map or text amendment with respect to the Applicant's development of the Site.

5.7 Titles. The captions of this Agreement, its articles and paragraphs throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

By _____
Stephen Coyle, Director

PRESIDENT AND FELLOWS OF HARVARD
COLLEGE
by Harvard Medical School

By _____

Other Community Benefits

Benefits to the Mission Hill Neighborhood and City of Boston

Overview

The relationship between the Harvard Longwood Campus Schools and the local community has improved over the last ten years. The Harvard Longwood Campus Schools have worked hard to sponsor and participate in programs and activities that benefit the local Mission Hill neighborhood as part of their renewed commitment to improved relations with the community. As educational institutions, the Harvard Longwood Campus Schools offer a valuable resource to community organizations and programs ranging from the provision of goods and services to youth and senior citizens, to educational outreach to technical support and training for community programs. These activities represent the efforts of faculty, students and administrators throughout the Harvard system. Students view public service as an important component of their education and contribute their time and talent in support of a number of programs. The School of Public Health in particular has provided technical support and training for a number of community health initiatives. Harvard has also provided funding for community development and restoration of neighborhood property.

Community Programs

Examples of the Harvard Longwood Campus involvement in community programs and services include the following:

- o Longwood Medical Area Mission Hill and Fenway Food

Project: The Harvard School of Public Health and Harvard Medical School are proud to participate in this consortium of 14 institutions and five community groups to provide emergency food assistance to the Mission Hill and Fenway neighborhoods. The work of the Project has resulted in the provision of more than 35,000 meals to those in need during the past year. The clients who receive food assistance include the elderly on fixed incomes, individuals and families with insufficient incomes, AFDC recipients whose food stamps do not cover food costs for an entire month, handicapped individuals, people recovering from alcohol or other drug abuse, and the homeless.

- o Mission Hill Dental Outreach Program: This program is a collaborative effort between the Harvard School of Dental Medicine and Children's Hospital. For the last 12 years the program has transported and provided a full range of dental services to the children of the Maurice J. Tobin and the Farragut public schools. Participants are scheduled for dental appointments two mornings per week through the school year. The Mission Hill Dental Outreach Program has

proven essential to the community it serves, and the process of expanding and developing it to reach other populations is underway.

- o Mission Hill After School Program: The Mission Hill After School Program provides an educational and recreational outlet for approximately twenty-five children (ages: 6-12) from the Mission Main public housing development. The program is broken into two sessions: from early October to late December, and from early February to early May. Counselors arrive at Mission Main and pick up the children to take them to classrooms at the HSPH for tutoring in basic English and math skills. On Saturdays, the children are picked up and taken on various field trips throughout the greater Boston area. All of the counselors for the program are Harvard College students. The Harvard School of Public Health has continued to support this program by providing classroom space as well as speakers, without which the program could not operate.
- o Mission Possible Summer Program: The Mission Possible Summer Program, supported by the School of Public Health and the Medical and Dental Schools, is a community-based multi-cultural youth program providing educational and recreational support. The program is sponsored by Mission Church and State Representative Kevin Fitzgerald. Harvard has given more than \$5,000 in each of the last two years in

support of this program. President Bok was a special guest of the camp last summer.

- o Action for Community Development Summer Works Program: The Medical School, in partnership with the Action for Boston Community Development, Inc. sponsors a summer works program which provides young adults with an opportunity to earn and learn, and helps participants develop a positive sense of self and healthy work ethic.
- o Holiday Affair to Remember: This annual program is jointly sponsored by the SPH, HMS and the Parker Hill/Fenway Senior Center with 1988 marking the fifth annual program. The evening dinner/dance is attended by approximately 150 elderly guests and has been held at Vanderbilt Hall or Kresge free of charge for the last five years.
- o Project Life: Through a grant from the Boston Foundation, and local boards and organizations, the School of Public Health has had the opportunity to work with residents and others in developing and implementing health related initiatives to address the needs of the community. One such program, Project LIFE, is a health collaboration which includes representatives from the Mission Main and the Mission Extension housing developments and the Parker Hill/Fenway Neighborhoods Service Center, and addresses prenatal health and nutrition concerns. The School provides

training, literature, technical support, and faculty member appearances to help support the program.

- o AIDS Awareness Week: Faculty members from the School of Public Health also participated in a recent forum held on Resources for the Underprivileged and the Mission Hill AIDS Awareness Week. The School provided faculty members as panelists and printed information for outreach.

In addition to these organized efforts to provide outreach to children and youth in the Mission Hill and Fenway-Kenmore neighborhoods, the Medical School and School of Public Health provide a number of ongoing opportunities for local high school students. The School of Public Health sponsors an Internship Program which provides part-time employment to students from English, Madison Park and Boston High Schools during the school year. The School of Public Health also maintains an active association with Boston public schools including tours and visits to faculty labs and other research facilities, arranging internships and mentorships for youth, arranging lectures and exhibitions for classes, and securing speakers for science classes.

As part of Harvard's contribution to the Longwood area community, Harvard students coordinate and participate in a number of ongoing volunteer activities. A partial listing of these activities include:

- o English High Outreach Program - a project of the HMS Class of '89 that provides counselling, life and career resources to students of English High School and Boston Latin School.
- o Homeless Project - a student operated program that collects and recycles refundable cans and bottles, used clothes, utensils and practical materials items, and donates the money and goods to charitable organizations such as the Mission Hill Project.
- o Urban Health Project - associated with HCHP, it is operated by faculty and HMS students to provide summer jobs and projects in low income, underserved areas of Boston including the Roxbury and Mission Hill neighborhoods.
- o "Managing Cultural Differences within the Community" - a conference sponsored by the Harvard Medical Black Health Association in the Winter of 1988. Student members of the Black Health Association also serve as volunteers tutoring area high school students.
- o Freedom House - a service that provides support to minorities on issues of bussing, after school programs, and integration, will receive significant volunteer staffing and association with minority medical students through the Office of Recruitment and Retention through 1990.

- o Boriqua Health Pre-Medical Workshop - in conjunction with area college hispanic programs, has tutored other college and university students in pre-medicine, and trained students to volunteer in neighborhood health agencies and hospitals.
- o Harvard's participation in the Greater Boston Walk for Hunger has involved over 200 students, faculty and staff who last year gained over \$40,000 in pledges out of over \$2 million raised to help fund area soup kitchens, shelters and food pantries.

Facilities

The Harvard Longwood Campus Schools also make their facilities available to community programs. The School of Public Health has a policy that allows local community organizations and groups the use of the Kresge facility for meetings, workshops and classrooms at no charge. Several programs and activities have been held including the Symposium of Homelessness and Hunger, and the Youth at Risk Program. The Medical School is now providing classroom space three afternoons a week for the Upward Bound program serving high school students from Mattapan, South End, Dorchester and Chinatown.

In addition, the Longwood Medical Area Security Patrol provides security service for the public from the hours of 4:00

p.m. to 8:00 a.m. Harvard contributes \$37,500 annually to this joint effort to help make the area a safe place to work and live.

Development of the Shattuck Street Mall continues to be a joint project between Harvard Medical School, MASCO, Brigham and Women's Hospital and Children's. It has contributed to the beautification of the area and serves as a pedestrian walk way.

Community Development

The Roxbury Tenants of Harvard and the University have worked cooperatively for the past 20 years to provide housing and tenant support services to residents of the Mission Hill area. The relationship began in the early 1960's and today provides the following:

- o 775 dwelling units at the mixed-income Mission Park Development (completed in 1975) on Huntington Avenue on long-term land lease to RTH from Harvard
- o 81 units of federally subsidized (Section 8) rehabilitated housing on Francis Street and Fenwood Road (completed in 1981); Harvard gave a \$370,000 non-repayable grant-in-aid to the Tenants Group for restoration of the neighborhood houses; and,
- o 67 units of cooperative housing in the Francis Street area; Harvard provided assistance in the development of the

housing with a \$100,000 grant-in-aid

The Medical School has also equipped two lots on Fenwood Road as a playground for area residents.

Harvard also contributes annually to the City of Boston through participation in the PILOT (payment-in-lieu-of-taxes) program. In 1988 these payments totalled \$3,712,000. The breakdown of these payments is as follows:

MATEP	\$1,869,000
Mission Park	948,000
Solider's Field Park	<u>895,000</u>
 TOTAL	 <u>\$3,712,000</u>

Employment

As a major Boston employer, the Harvard Longwood Campus Schools provide employment opportunities for over 1,800 local area residents and Boston residents. Because medical research is felt to be one of the fastest growing job markets in the Boston area, the Harvard Longwood Campus will continue to provide excellent employment opportunities to local residents. Staffing representatives conduct^{ed} outreach efforts, focused within the community, including three local high schools (English High, Boston Latin, and Madison Park High Schools).

Similar efforts are directed through faculty and placement officers at Roxbury Community College, Northeastern University, Simmons College and the University of Massachusetts, Boston. As part of its commitment to affirmative action, issues and skills related to recruitment and hiring of qualified women and minority candidates, particular to enhancing our role in the community, are included in training program for hiring supervisors.



DANA-FARBER
CANCER INSTITUTE

44 Binney Street, Boston, MA 02115

BARUJ BENACERRAF, M.D.
President
617-732-3636

HARVARD MEDICAL SCHOOL
Fabyan Professor of Comparative Pathology

December 27, 1989

Mr. Stephen Coyle
Director
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

Dear Mr. Coyle:

I am writing in support of the projects of Harvard Medical School to renovate and expand Building D and to erect a new 185,000 gsf research building behind and adjacent to Building D in its campus.

As Chairman of the Department of Pathology, I have worked in Building D-2, which is the facility assigned to my Department from 1970 until last year when I moved my personal laboratory to the Dana-Farber Cancer Institute. I can testify personally therefore, of the grossly inadequate condition of the building and its facilities for modern scientific work. In fact, when D-2 was partially renovated in 1970 when I was recruited to Harvard Medical School, I was assured at the time that the facility had a lifetime of 10 years. This prediction proved to be accurate, since after 1980, problems became increasingly serious. The projected renovated D-2 building is meant to house the research facilities of the Department of Pathology and to provide adequate space and resources to recruit a new Chairman of the Department who will take my place eventually.

The new research building to be erected in the back and adjacent to Building D-2 is the only major new space addition to Harvard Medical School in many years. It would provide sorely needed expansion for the research programs in genetics, microbiology and molecular genetics, neurobiology, anatomy and cellular biology, as well as space to move the Center for Blood Research, a vital affiliate of Harvard Medical School, into adequate research space.

This expansion is fully justified by the success and importance of the research programs of our Medical School on a national basis. The project, if completed, will insure the ability of our faculty to meet the challenges of the AIDS crisis and other important biomedical opportunities that we have to face in the immediacy and in the future. This project will also provide for the ability to bring the Center for Blood Research and its distinguished faculty into closer association with the Medical School, an important undertaking since many creative projects result from the daily interactions of creative scientists.

In summary, I would like to state in this letter my enthusiastic support of these two worthwhile projects.

Sincerely,

Baruj Benacerraf, M.D.

BB:dwg



NEDH Corp.

J. Richard Gaintner, M.D.
President

185 Pilgrim Road
Boston, Massachusetts 02215
(617) 732-8001

New England Deaconess Hospital
and Affiliates

January 4, 1990

Mr. Stephen Coyle
Director
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

Dear Mr. Coyle:

I have recently been advised that the Harvard Medical School is undertaking two projects in its Quadrangle.

The first project is the renovation and expansion of Building D. As I understand, this is one of the original 1906 buildings located on Longwood Avenue at the northeast corner of the Quadrangle. The project involves a complete gutting and renovation of the D-2 wing and the addition of a sixth story. The building will be emptied in January, with asbestos removal and demolition proceeding in February.

The second project is the East Quadrangle Research Facility. This is a new, 185,000 gsf research building going up behind Building D. It will house space for the departments of Genetics, Microbiology and Molecular Genetics, Neurobiology, and Anatomy and Cellular Biology. The building is a joint venture with the Center for Blood Research, which will also occupy space. The basement will contain a rodent care facility. Accessory to the building, and to be constructed as part of the project, is a 500-car garage located under the Quadrangle.

I am taking this opportunity to write you to say that we at the New England Deaconess Hospital are in support of both projects because of their role in the ongoing viability of the Harvard Medical School. It is our hope that the BRA Board will find it possible to vote unanimously on both projects.

Sincerely,

J. Richard Gaintner, M.D.



BRIGHAM
AND
WOMEN'S
HOSPITAL

H. Richard Nesson, M.D.
President

75 Francis Street
Boston, Massachusetts 02115
(617) 732-5503

4 January 1990

Mr. Stephen Coyle
Director
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

Dear Mr. Coyle:

This letter is to express my support for two projects which Harvard Medical School is proposing. Both projects are scheduled to go to the BRA Board and the Zoning Board of Appeals in the near future. We have reviewed these projects and believe they will make a valuable contribution to the Longwood Medical Area.

The first project is the renovation and expansion of Building D which is one of the original Harvard Medical School 1906 Buildings and in dire need of upgrading. The second project is the East Quadrangle Research Facility which is a new, 185,000 square foot research building.

I urge that you approve both of these projects.

Sincerely,

H. Richard Nesson, M.D.

HRN:nab



A Teaching Affiliate of Harvard Medical School



Beth Israel Hospital

330 Brookline Avenue
Boston, MA 02215

A major teaching hospital of
Harvard Medical School

Mitchell T. Rabkin, MD
President

(617) 735-2000

A constituent agency of
Combined Jewish Philanthropies

2 January 1990

Mr. Stephen Coyle, Director
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

Dear Mr. Coyle:

On behalf of Beth Israel Hospital I write to commend and support two projects in the making at Harvard Medical School:

(1) renovation of the D-2 wing with the addition of a sixth storey, and (2) the East Quadrangle Research Facility, a proposed new structure of 185,000 gsf to go up behind Building D, and the associated 500 car garage.

If we are to maintain the biomedical leadership which is necessary to power so much more of Boston's economy than Harvard Medical School and its associated teaching hospitals, this facility growth is both necessary and reasonable. I urge your vigorous support in the long term interests of both the City and the Medical School.

With best wishes,

Sincerely,

Mitchell T. Rabkin, M.D.
President

sl

cc: Daniel C. Tosteson, M.D., Dean, HMS
Derek Bok, President, Harvard College
David M. Bray, Dean for Management and Administration, HMS



Boston, City of / City Council

THOMAS M. MENINO
BOSTON CITY COUNCIL

APR 19 1 24 PM '90

Committee Chairman:
Ways and Means
Community Investment
and Banking
Arts and Humanities

April 19, 1990

Mr. Stephen Coyle
Director
Boston Redevelopment Authority
Boston City Hall, Room 925
Boston, MA 02201

Dear Director Coyle,

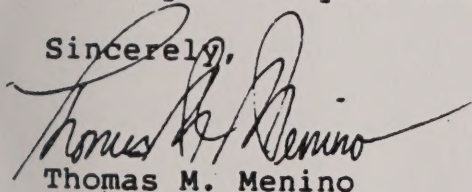
I would like to express my support for the construction of the Harvard Medical School East Quadrangle Research Facility. The Boston Redevelopment Authority's approval of this new project will provide new, state-of-the-art biomedical research laboratories for Boston.

The Harvard East Quadrangle Research Facility would provide Boston with numerous public benefits. Not only would this Research Facility provide long-term benefits of collective biomedical research, but also immediate benefits of temporary and permanent employment, significant linkage payments, and aesthetic site improvements.

The need for such a Research Facility is clear. We need concentrated and coordinated research efforts to combat major diseases. We need to show our commitment to curing these diseases by supporting the Harvard East Quadrangle Research Facility.

I endorse the Harvard East Quadrangle Research Facility without reservation. I ask that you do all you can to ensure quality, collective biomedical research by supporting this new project. Thank you for your concern.

Sincerely,



Thomas M. Menino

Building and Construction Trades Council of the Metropolitan District

AFFILIATED TO THE

BUILDING AND CONSTRUCTION TRADES DEPARTMENT

A.F.L.-C.I.O.

TERRITORIAL JURISDICTION

Arlington, Boston, Belmont, Brookline, Burlington, Cambridge, Canton, Chelsea, Dedham, Everett, Malden, Medford, Melrose, Milton, Norwood, Reading, Revere, Somerville, Stoneham, Wakefield, Westwood, Winthrop, Winchester, Woburn, and the Islands of Boston Harbor

TELEPHONE

617 - 282-0080

645 MORRISSEY BOULEVARD

SUITE 2

BOSTON, MA 02122-3520

January 15, 1990

Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts. 02201
C/O Stephen Coyle, Director

Dear Mr. Coyle:

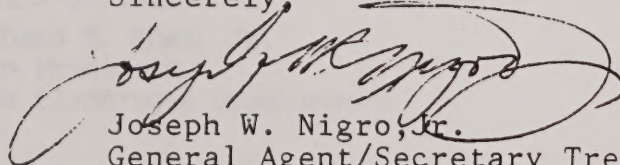
The Boston Building Trades Council is in full Support of Harvard College's request for permission to move forward on their project, the East Quadrangle Research Facility at 200 Longwood Avenue Boston, Massachusetts.

This 50 Million dollar investment by a private institution is the type of project needed at this time to keep our economy moving.

Investing at this time by the Major Colleges will keep the economy of the Boston area in good shape while the private investment world shakes out.

Thankyou for your consideration and thank the Board members for their ongoing support of the Building Trades.

Sincerely,



Joseph W. Nigro, Jr.
General Agent/Secretary Treasurer
Boston Building Trades Council

MEDICAL AREA SERVICE CORPORATION

January 23, 1990

Mr. Stephen Coyle
Director
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

Dear Mr. Coyle:

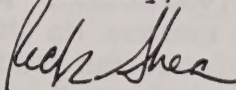
The Medical Area Service Corporation (MASCO), as the area-wide planning entity for the Longwood Medical Area (IMA) wishes to express its support for Harvard Medical School's proposed East Quad Research Facility (EQRF). This important project will contribute to the IMA's reputation as the preeminent research/patient care/educational center in the world. Its benefit to the local economy will also be significant in terms of new jobs (construction and permanent) and its linkage contribution toward affordable housing.

The EQRF project and the Harvard Longwood Campus master plan have undergone a significant community review process, with presentations at a public meeting for Fenway residents, five Mission Hill PZAC meetings, a tour of the Medical School campus for PZAC members, and a briefing for IMA institutional abutters.

The project's transportation mitigation measures are consistent with the 1988 IMA Transportation Study's key recommendation to remove on-street parking from Longwood and Brookline Avenues in order to facilitate traffic flow.

In conclusion, the project is consistent with area-wide goals and policies, and we wish to record our support.

Sincerely,



Richard M. Shea, Jr.
Vice President
Area Planning & Development

RMS:rlr

cc: David Bray

333 Longwood Avenue, Boston, Massachusetts 02115 617 732-2310 FAX: 617 732-2759

MEMBER INSTITUTIONS • Beth Israel Hospital Boston • Brigham and Women's Hospital • The Children's Hospital • Dana-Farber Cancer Institute • Emmanuel College • Harvard University Medical School • Harvard University School of Dental Medicine • Harvard University School of Public Health • Joslin Diabetes Center • Massachusetts College of Pharmacy and Allied Health Sciences • New England Deaconess Hospital • Simmons College • Temple Israel • Wheelock College • Winsor School



The Children's Hospital • Boston

300 Longwood Avenue, Boston, Massachusetts 02115 • (617) 735-6433

David S. Weiner
President

January 4, 1990

Boston Redevelopment Authority
City Hall Square
Boston, MA 02201

Attention: Mr. Stephen Colye
Director

Dear Mr. Coyle:

This letter is written in support of the Harvard Medical School's plans to build a new Research Facility (the East Quadrangle Research Facility) and a separate below grade 500 space parking structure on their campus in the Longwood Medical Area. We have had an opportunity to review the main elements of the planned facilities with Harvard, and find the planning principles, overall massing and proportions in the projects to be of high quality and consistent with the total context of the Longwood Medical Area. We also commend the overall Master Plan, and how these two projects serve as elements in the Phase I portion of that plan.

The research activities planned for the building will be consistent and complementary to our work at Children's, and will of course bring significant additional funds to the area.

With others in the community, Children's is concerned with any project's effect on access by patients and families. We understand that at the conclusion of the projects, most deliveries and receiving functions for the Harvard Medical School will be consolidated into one new receiving area which will be an improvement on the existing conditions. We further understand that the underground parking structure of approximately 500 cars will create 150 spaces to replace spaces lost through construction, 120 spaces for new parking demand created by the new projects, and 230 to 250 for spaces to accommodate future campus parking needs. This is consistent with our efforts to get parking off the streets and out of the local neighborhoods.

Mr. Stephen Coyle

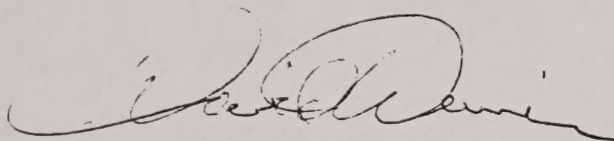
-2-

January 4, 1990

In addition, Children's would like to support the recommendation of the Longwood Medical Area Transportation Study for the meter removal on Longwood and Brookline Avenues; this step alone will create immediate improvement to the overall traffic circulation in the LMA, far in excess of any modest increments to vehicles added by this project.

In closing, Children's Hospital endorses the projects and urges Boston Redevelopment Authority approval. If you have any questions, please feel free to contact me or our Vice President for Operations, Mr. Rudman J. Ham.

Sincerely,

A handwritten signature in dark ink, appearing to read "David S. Weiner", written in a cursive style.

David S. Weiner
President

cc: David Bray, Harvard Medical School
Rudman Ham, Children's Hospital

RJH/lc

